

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3

Dated: May 26, 2010

2 **2525 EAST CAMELBACK ROAD**
3 **SUITE 300**
4 **PHOENIX, ARIZONA 85016**
5 **TELEPHONE: (602) 255-6000**
6 **FACSIMILE: (602) 255-0192**



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

7 Mark S. Bosco
8 State Bar No. 010167
Leonard J. McDonald
9 State Bar No. 014228
Attorneys for Movant

10-05362

11 **IN THE UNITED STATES BANKRUPTCY COURT**
12 **FOR THE DISTRICT OF ARIZONA**

13 IN RE:

14 No. 2:10-BK-04643-RTB

15 Judee Gale Duncan

16 Chapter 7

17 Debtor.

18 ORDER

19 Deutsche Bank Trust Company Americas as
20 Trustee, Residential Funding Company, LLC FKA
Residential Funding Corporation, Attorney in Fact

21 (Related to Docket #10)

22 Movant,

23 vs.

24 Judee Gale Duncan, Debtor, Dale D. Ulrich,
25 Trustee.

26 Respondents.

27 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
28 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
and no objection having been received, and good cause appearing therefore,

29 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated September 7, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein Deutsche Bank Trust Company Americas as Trustee, Residential
4 Funding Company, LLC FKA Residential Funding Corporation, Attorney in Fact is the current
5 beneficiary and Judee Gale Duncan has an interest in, further described as:

6 LOT 35, SUN LAKES UNIT TEN, ACCORDING TO THE PLAT OF RECORD IN THE
7 OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK
206 OF MAPS, PAGE 46.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.